

difference between the weekly compensation rate for temporary total incapacity and his basic weekly take home pay (gross pay less FICA, Federal and State Withholding Taxes) for each day he is off, starting from the time of the injury. Such payments are to continue until:

- a) The Company physician releases the employee to return to work; or
- b) such time that compensation for temporary total incapacity for work as specified in Section 8 of the Workmen's Compensation Act has been exhausted; or
- c) such time that the employee is determined to be wholly and permanently incapable of work by the Industrial Commission.

In no case will an employee be entitled to more than his basic take home pay during the period of temporary total incapacity for work.

#### **ARTICLE IV      METHOD OF SETTLING DIFFERENCES**

**Section 1.** In the event any differences shall arise during the term of this Agreement between the Company and any employee or employees, hereunder, or between the Company and the Union, then such difference shall be settled in the following manner:

Step 1. The matter in dispute shall be presented to the Operations Manager, Operations Supervisor, Engineering Supervisor, or other appropriate Company representative, to whom the employee(s) involved are responsible. If not resolved, the matter in dispute shall be submitted in writing to the Company representative within fifteen (15) calendar days of the date upon which the difference is based first occurred or first becomes known to the employee(s). The Company representative shall respond in writing within ten (10) calendar days after a meeting is held to discuss the matter at this step. In the event the dispute is not settled at this step within the above time period, then Step 2 shall be followed.

Step 2. The matter in dispute shall be presented in writing to the appropriate Labor Relations Representative within ten (10) calendar days of the time stated for disposition in Step 1. In the event a mutually agreeable meeting date is not selected within fifteen (15) calendar days of the receipt of the letter, it may be moved to the next step by either party. An answer to the grievance shall be given in writing within ten (10) calendar days after the meeting is held at this step. In the event the dispute is not settled at this step within the time period as stated above, then it shall be submitted to an Arbitration Board as provided in section 2, below.

**Section 2.** The Four Man Arbitration Board shall consist of two (2) members appointed by the Union and two (2) members appointed by the Company. They shall meet to hear the facts of the dispute within thirty (30) calendar days of the receipt of notification of intent to invoke their services. Should this board be unable to reach a satisfactory resolution of the grievance within fifteen (15) calendar days of their meeting, the party seeking arbitration shall notify the other party within fifteen (15) calendar days of the time limits stated above of their intent to seek the services of a neutral arbitrator. The party requesting arbitration shall request a panel of nine (9) arbitrators, who are members of the National Academy of Arbitrators and who do not live in

Illinois or the St. Louis Metro Area, from the Federal Mediation and Conciliation Service (FMCS). The Company and the Union shall then within fifteen (15) calendar days after receipt of the list of arbitrators from FMCS alternately strike one name from such list so that the remaining arbitrator shall be designated as the arbitrator. Only one panel of nine (9) arbitrators shall be requested unless both parties mutually request additional lists.

The arbitrator shall be advised prior to hearing that a decision must be rendered within thirty (30) calendar days of receipt of briefs unless both parties agree to an extension. The arbitrator's decision shall be final and binding on all parties. In considering any dispute under this provision, the arbitrator shall have no authority to amend, delete from or add to this agreement.

The Company and Union shall bear the expenses of its own Board members, and the expenses and fees of the neutral arbitrator shall be shared equally. The total cost of any stenographic record and all transcripts thereof shall be paid by the party ordering same. Court Reporters shall be requested to supply transcripts within ten (10) calendar days of the hearings and the parties shall request a briefing date no longer than thirty (30) calendar days after receipt of the transcript unless they shall mutually agree otherwise.

**Section 3.** In the event any of the foregoing time limits are not observed or extended by mutual agreement in writing, the difference shall be assumed to have been settled and the right to invoke Step 1 or any succeeding step, or arbitration, as the case may be, shall be deemed to have been waived. The parties will expedite discharge cases through the grievance procedure, where mutually agreeable.

**Section 4.** A copy of any letters of reprimand will be given to the Union. It is agreed that after a letter of reprimand has been in an employee's personnel file for two (2) years, without any intervening disciplinary action, it will not be taken into account when imposing future disciplinary action.

## **ARTICLE V            HOURS OF WORK**

**Section 1.** All employees covered by this agreement shall receive full time employment (40 hours per week) provided they are ready and in condition to perform their work. Regular working hours shall be from 8:00 A.M. to 4:30 P.M., with a one-half (1/2) hour lunch period, Monday through Friday except as provided for herein.

**Section 2.** The Company may establish an evening shift for eight (8) consecutive hours beginning no earlier than noon and no later than to 3:00 p.m. which shall constitute a shift at straight time rate of pay. In addition, these employees will receive shift differential and will eat their lunch on the job.

**Section 3.** Employees whose regular hours of work begin at 8:00 a.m. may elect to start at 7:00 a.m. provided 75% of the department agrees and subject to management approval. This same procedure (except for management approval) will be utilized when an area decides to return to an 8:00 a.m. start time. The appropriate Local Union office will provide a minimum of two (2) weeks notice to Labor Relations to request a change in hours. Lunch periods will not be

affected by a change in start times under this provision unless mutually agreed upon by the parties.

## **ARTICLE VI            WORKING CONDITIONS AND SAFETY**

**Section 1.**     The Company shall not be required to transport employees from and to the job at noon and in addition the Company will not be required to pay for noon lunches. In adverse weather conditions the Company will either provide suitable eating facilities or will return the employees to their headquarters for lunch.

**Section 2.**     When an employee of a lower paid classification is required to do work of a higher paid classification for a period of one (1) hour and less than four (4) hours he shall be paid the higher rate for four (4) hours of his regular scheduled work day. When an employee of a lower paid classification is required to do work of a higher paid classification for four (4) or more hours in any one day he shall be paid the higher rate of pay for his scheduled work day.

**Section 3.**     When conditions require that an employee shall work at a distance from his permanent headquarters, the Company, at its option, shall either provide transportation, meals and lodging, or reimburse to a reasonable amount for expenses actually incurred for transportation, meals and lodging.

**Section 4.**     It is agreed that in an emergency or a breakdown other employees may be used to assist the classifications mentioned in the Wages and Classifications Article until such time as these classifications may arrive on the job.

**Section 5.**     Two employees will be used to operate the gas surveillance vehicle during periods of darkness and in congested areas.

**Section 6.**     It is recognized that safety is a matter of concern to management and employees alike and both are governed by the safety rules as published in the Illinois Power Company Safety Manual or as prescribed by applicable State or Federal Regulations. Safety and efficient operations will guide management decisions in this regard. Work assignments requiring the use of power tools, machinery, or equipment will be made by supervision with full consideration of the safety of employees and applicable rules and regulations.

**Section 7.**     The Company shall be required to furnish all tools and also rubber coats, rubber gloves, work gloves, and hats for employees working in excessive mud, water or sloppy concrete, and rain. The Company will assign these items individually. The Company will also supply boots that can be slipped on over shoes.

**Section 8.**     The Company will furnish 2 pairs of welder's gloves to each welder; one of which will be used by the employee assisting the welder.

**Section 9.**     It is agreed that the Company will meet and discuss its drug policies when requested. Furthermore, changes in the Drug Policy will be made available to the Unions.

**Section 10.** The Company is committed to the fair and equitable treatment of all employees in situations involving both corrective action and work assignments. Measures have been taken internally by management to help insure that this commitment is met. However, in a further effort to reassure the Unions of its sincerity, the Company agrees that it shall not be arbitrary or capricious in the treatment of its employees.

**Section 11.** The Company agrees that it will not contract any work which is ordinarily and customarily done by its regular employees as of the date of this agreement if as a result thereof it would become necessary concurrently (within thirty days) to lay off or to reduce the rate of pay of any employees on the seniority list who regularly perform work covered by this agreement.

## **ARTICLE VII      OVERTIME**

**Section 1.** Systems Gas Department and Construction employees shall receive time and eight-tenths (1.8) for all overtime. These employees will eat all meals on their own time and at their own expense. Gas Department employees will be expected to exercise good and reasonable judgment in the timing and duration of meals. Under no circumstances will a work location be left until it is made safe. For other employees covered by this agreement all time worked in excess of regular hours or regular shifts shall be paid for at the rate of time and one-half, and double time is to be paid for all overtime worked on Sunday with 30 minute meal periods at 6:00 a.m., noon, 6:00 p.m., and midnight.

**Section 2.** Employee shall receive a minimum of two (2) hours at overtime rates when called back outside of regular working hours. If employees are notified before regular quitting time to report for work prior to the regular starting time and then continue with regular hours of work they shall be entitled only to actual overtime hours worked at the applicable overtime rate.

**Section 3.** Employees who work less than two (2) hours on prearranged overtime work and who do not perform a regular day's work before or after said prearranged overtime, shall be allowed a minimum of two (2) hours pay at the applicable overtime rate. In addition, the two (2) hour minimum pay shall apply in those cases where prearranged overtime is scheduled and then canceled after the end of the employee's last work period prior to the prearranged overtime.

**Section 4.** Any employee who has worked for sixteen or more continuous hours shall, upon release be entitled to an eight hour rest period before he/she returns to work. If the rest period extends into his/her regularly scheduled work day he/she shall lose no time thereby. Time worked in excess of sixteen continuous hours shall be paid for at the applicable overtime rate until released from duty. Time worked during the above mentioned rest period shall be paid for at the applicable overtime rate. For the purpose of administering the overtime period and rest period the work period shall be considered continuous unless interrupted by a continuous eight hour period. Accumulation of time towards this continuous eight hour period shall begin upon release. However, the employee will remain eligible for overtime until his/her sixteen hour clock has expired. It is understood, unless instructed otherwise, employees will take an eight hour rest period when due.

**Section 5.** When employees are asked to perform emergency work outside of the area covered by this agreement the Company will provide transportation, either provide meals or reimburse to a reasonable amount for expenses actually incurred for meals, and the overtime multiplier(s) in effect in the host area will apply.

## **ARTICLE VIII      MISCELLANEOUS PREMIUM RATES**

**Section 1.** Eligible employees will receive a shift differential of \$.65 per hour.

**Section 2.** Employees certified as Class I Welders will receive a premium of \$.75 per hour. This premium will be adjusted for the applicable overtime rate (i.e., x 1.8). This premium is applicable only during the period the employee is fully qualified as 1st degree welder. Class I welders who fail to maintain their Class I certification twice within any 12 consecutive month period will lose their certification and go to the bottom of the interest list. A Class II welder premium of \$.25 per hour will be temporarily established for those employees who are currently certified as Class II welders so long as they maintain their certification.

An interest list will be maintained in each headquarters containing the names of those employees who desire to be a Class I welder. When the Company decides to establish additional Class I welders in the future the opportunity will be offered to employees on this list in seniority order. This opportunity will consist of two weeks each of micro wire or stick welding (or both) training followed by the Class II welding qualification test. Employees who fail to obtain or lose their Class II qualification will go to the bottom of the interest list. Following six months of field experience the employee will attend Class I welder upgrade training followed by the Class I welder certification test. Employees who fail to certify as a Class I welder during this process will not be allowed to re-qualify when their Class II welder qualification expires.

The designation of Class II welder will be eliminated. Existing Class II welders as of June 30, 2000 will continue to be allowed a four hour period during normal working hours to complete the re-qualification test annually. An existing Class II welder who fails to re-qualify in the future will go to the bottom of the interest list.

When the Company decides to establish additional Class I welders in the future existing Class II welders as of June 30, 2000 will be offered that opportunity based on Department seniority prior to using the interest list until such time as there are no more in the headquarters. However, when an opportunity is offered the senior of these employees will be required to accept. This opportunity will consist of two weeks of Class I upgrade training followed by the Class I welder certification test. Class II welders who fail to certify as a Class I welder will not be allowed to re-qualify when their Class II welder qualification expires.

In the event that no employee in a headquarters qualifies as a Class I welder, the Company will attempt to cover its needs via other reasonable options including any contractual rights available to the Company.

**Section 3.** Systems job site reporting will be permitted within the area covered by this agreement. A job site shall be defined as any headquarters or work site. Each employee will be responsible for providing their own transportation and reporting to the job site at the assigned starting time. Volunteers, based on needs of service, will be sought to fill the classifications and

skills required when this provision is utilized. However, in those instances when there are insufficient volunteers, the least senior qualified employees will be required to participate. Compensation for job site reporting shall be \$1.50 per hour while actually job site reporting.

Assignments under this provision will last a period of five (5) consecutive days or more (Saturday, Sunday and Holidays excluded unless worked), but not to exceed four consecutive months unless mutually agreed otherwise. Facilities (toilet, drinking water, enclosed structure and heated in the winter, and for changing clothes) will be available for use by employees at each job site.

## **ARTICLE IX        SYSTEMS**

The Company and Union recognize the importance of responding to the needs of our customers in a timely manner. In order to address this issue during overtime situations the following procedures are being established.

**Section 1.** All qualified\* employees will be listed on a Gas Department overtime callout list in ascending order of overtime charged to date regardless of their classification or Union affiliation. This overtime list will be used for all overtime assignments except that calls of a specialized nature (First Responder Teams, Gas Regulator Repairman, Industrial Gas Meter Tester, etc.) will continue to be assigned to the appropriate employee. Employees who do not currently meet these qualifications will be placed at the bottom of the overtime list until such time as the qualifications are met. They will be the last ones contacted for overtime opportunities and will not be eligible for First Responder Team duty. Apprentices will be afforded overtime opportunities, when practical, to supplement their training. These opportunities will be at the discretion of local management. An assignment that continues into overtime will be performed by the employee(s) already at the job site. When it becomes necessary to continue working on a specific job order past normal working days and hours (such as Saturdays or past 4:30 p.m.) the crew on that project will be given preference. Employees will be by-passed for callout overtime opportunities once their sixteen hour clock has expired unless no other employees are available. The sixteen hour clock begins when an employee begins work following a continuous eight or more hour break. Employees prearranged for overtime will not be excluded from callout overtime opportunities but must inform the Company as soon as possible if they are still working on the callout or are too exhausted to report for prearranged overtime due to working callout overtime.

\*Includes, but is not limited to, residing within thirty (30) minutes of the headquarters.

**Section 2.** In recognition of their obligation to provide fast, assured response, the Company and Union agree that 24 hour coverage will be achieved by implementing the following options, in addition to the Standardized Callout procedure described above.

A) The classification of Gas Emergency Troubleman will be established. This position will replace existing one-man trucks in some locations. Training will be provided where needed to insure that the work is done safely and efficiently. If there are no qualified Journeymen who are interested, the least senior qualified Journeyman in the Gas Department will be required to accept the position.

Employees in this classification will be on duty for a period of eight (8) consecutive hours and subject to call for four (4) additional consecutive hours, the period of duty and on call shall be consecutive. The period of duty and on call will be determined by the Company. While on call, the employee will be required to meet the same obligations as a First Responder and will be provided an electronic communication device for use while on call, if requested. Shift premium will not apply. The period of duty may start no earlier than 6 A.M. and no later than 4 P.M. each day unless mutually agreed otherwise between the Company and Union. Employees shall be off for lunch and available thirty (30) minutes of the said eight (8) hours. If an employee is unable to eat their lunch prior to being released for the day, they will receive thirty (30) minutes time at the applicable overtime rate. Employees in this classification are expected to either work or be on call on any holiday that falls within their regularly scheduled work week, but must notify the Company at least 72 hours prior to the holiday if they choose to be on call rather than on duty.

B) . Qualified employees may be required to be on call during specific off hours. While on call, employees will be expected to carry an electronic communications device, be ready to respond, meet all legal requirements to be fit for duty, be able to arrive at the location of the emergency in one (1) hour or less, accept all overtime opportunities, and may be required to take a Company vehicle home. This employee will be the first contacted for overtime emergencies, except that calls of a specialized nature will continue to be assigned to the appropriate employee and employees designated as "outlying" will continue to be called first for problems in their respective territory. Calls to the First Responder will be attempted by phone first, then by electronic communications device. First Responders will normally be expected to handle all trouble calls. When a First Responder encounters a situation that requires additional help, it will be provided.

Opportunities to be the first responder will be offered according to the standardized callout list in effect at that time. Employees who refuse the first responder opportunity will be charged for all hours worked by the employee who accepts. If no employees accept the first responder opportunity, the least senior qualified employee will be required to accept. The next time no one accepts, the next least senior employee will be required to accept. This process will continue, as needed, until all qualified employees have been required to accept and then begin again.

If the first responder is unable to respond due to an emergency or situation beyond his control, he is to notify Management as soon as possible. If Management elects to replace the first responder for the remainder of the on call period, this opportunity will be offered as described above. An employee who is contacted outside of regular hours and accepts the remainder of the on call period (until the next regularly scheduled work day) agrees to make the necessary arrangements to obtain the vehicle and electronic communications device from the original First Responder and will receive two (2) hours pay at the applicable overtime rate. At the start of the next regularly scheduled work day, the procedure described in the previous paragraph (above) will be used to fill the remainder of the on call period. First Responder Teams will receive compensation equal to \$1.25 per hour for all hours on call.

C) Nothing in this agreement shall alter the Company's ability to institute continuous operations in any department or location where that ability currently exists.

**Section 3.** Any opportunity for overtime which is not worked will be charged against that employee as refused. An opportunity is defined as any attempt to contact an employee. Multiple

attempts to contact an employee for the same overtime opportunity will be treated as one. Refusals, as defined above, will be charged with the same amount of time as actually worked (straight time equivalent) by the employee or employees who responded to that callout.

A departmental overtime equalization list will be posted in each department on a weekly basis. This list will be reset on the first pay period of each year with employees retaining their respective positions. Each employee will have their equalized hours reduced by the amount held by the low overtime employee on that list. Overtime opportunities outside of the employee's headquarters area will be charged against the employee for overtime equalization purposes.

Employees will not normally be contacted for overtime opportunities while on sick leave, Worker's Compensation, funeral leave, jury duty, or out of the area on Company or Union business. Employees will not normally be contacted for overtime opportunities while on vacation (includes the weekend before, after, and during a vacation period), unless they notify the Company that they wish to be eligible for overtime on the weekend before and/or after a specific vacation period. This includes individual vacation days. Employees under this provision who are called by mistake will not be charged.

**Section 4.** The strategies established will be measured against the standards of performance listed below. In the event that these standards of performance are not being met in any department, the Oversight Committee will meet to arrive at an alternate strategy.

The following performance standards will be used to determine if a strategy is working satisfactorily in a department.


- 1) The First Responder must acknowledge receipt within an average of five (5) minutes.
- 2) Responder must arrive at the site of the gas leak within one (1) hour unless there are extenuating circumstances.
- 3) Must be cost effective.

## **ARTICLE XI**      **TERM OF AGREEMENT**


This agreement and the provisions thereof, shall continue in force and be binding upon the respective parties hereto until June 30, 2004, and from year to year thereafter unless changed by the parties hereto in writing. Any of the parties hereto desiring a change in any section or sections of this agreement shall notify the other party in writing of the desired change or changes by specific sections sixty (60) days prior to the end of each contract period. After such notice the agreement shall be opened up and the change or changes desired will then be considered.

The parties agree to open this agreement upon the Company's request at any time during its term should a merger, acquisition, restructuring, or building consolidation occur which necessitates changes to this agreement.

**For the Unions:**

  
Glyn Ramage  
Business Manager      8-30-00  
Date

**For the Company:**

  
Veta G. Rudolph      8-21-00  
Labor Relations Consultant      Date

  
Ronald D. Pate      8/21/00  
Senior Director - Gas Delivery      Date



## MEMORANDUM OF AGREEMENT

November 20, 2003

Illinois Power Company ("the Company" or "IP"), Twelve Counties Southwestern Illinois District Council of The Laborers International Union of North America, Local Union No. 360 of The United Association of Journeymen Plumbers And Gas Fitters, Local Union No. 100 of The Laborers International Union of North America, Local Union No. 101 of the United Association of Journeymen and Apprentices of The Plumbing and Pipe Fitting Industry of The United States and Canada, and Local Union 459, AFL-CIO, of the Laborers International Union of North America (collectively, the "Unions"), after bargaining in good faith, have agreed to modify their respective labor agreements (the "Labor Agreements"). The terms of the Labor Agreement shall continue in full force, and are incorporated herein by reference in their entirety, except as modified herein as follows:

1. The Labor Agreements shall be extended to expire on June 30, 2006. All other terms governing the obligations and rights of the parties surrounding the expiration of the Labor Agreements shall continue in full force.
2. Effective July 1, 2004, each employee covered by the Labor Agreements shall receive a general wage increase of 3.5% to the current rate of pay for that employee. Effective July 1, 2005, each employee covered by the Labor Agreements shall receive a general wage increase of 3.5% to the current rate of pay for that employee at that time.
3. All vacation days provided under the Labor Agreements may be taken as individual vacation days.
4. The First Responder will be called if regularly scheduled employee(s) on duty are insufficient to handle the situation. The period of on call and compensation will be as follows:
  - 3:30 p.m. Friday through 7:00 a.m. Monday (5 hours at 1 ½ times their normal rate of pay in addition to the amount of overtime they actually work while on call). If a holiday is observed on a Monday, the period of coverage shall end at 3:15 p.m. on Monday.  
For areas that do not have Emergency Troubleman 24-hour coverage, the Company may elect to have a First Responder on call as follows:
  - 3:30 p.m. Monday through 7:00 a.m. Friday (1 hour at 1 ½ times their normal rate of pay each day, with a maximum of 4 hours, in addition to the amount of overtime they actually work while on call) If a holiday is observed on a Friday, the period of coverage shall end at 3:15 p.m. on Friday.
  - For those situations where the company and union agree the required hours of coverage are less than identified above, a stipend of 0.1 hour at straight time will be applied to actual hours of coverage.

In addition, the Company may elect to have a Secondary First Responder where necessary. This Secondary First Responder will be called if the First Responder is unable to handle the situation. The period of on call and compensation will be as follows:

- 3:30 p.m. Friday through 7:00 a.m. Monday (5 hours at 1 ½ times their normal rate of pay in addition to the amount of overtime they actually work while on call). If a holiday is observed on a Monday, the period of coverage shall end at 3:15 p.m. on Monday.
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- For those situations where the company and union agree the required hours of coverage are less than identified above, a stipend of 0.1 hour at straight time will be applied to actual hours of coverage.

The standardized callout list will be used if there are insufficient on-duty and on-call employees.

If during the term of this agreement the emergency response does not satisfy the Company's needs of service, the parties agree to meet to identify and implement corrective actions. If this effort fails to adequately address emergency response needs, the First Responder language above will revert back to the current contractual

Twelve Counties Ramsey 11/24/03 Ellen R. Dean 12/8/03  
Date Date Date Date

William V. Juan      11-24-03      \_\_\_\_\_      \_\_\_\_\_  
Local 101      Date      Illinois Power      Date

Ricky D. Schmeel      11-24-03      \_\_\_\_\_      \_\_\_\_\_  
Local 459      Date      Illinois Power      Date

## MEMORANDUM OF AGREEMENT

November 20, 2003

Illinois Power Company ("the Company" or "IP"), Twelve Counties Southwestern Illinois District Council of The Laborers International Union of North America, Local Union No. 360 of The United Association of Journeymen Plumbers And Gas Fitters, Local Union No. 100 of The Laborers International Union of North America, Local Union No. 101 of the United Association of Journeymen and Apprentices of The Plumbing and Pipe Fitting Industry of The United States and Canada, and Local Union 459, AFL-CIO, of the Laborers International Union of North America (collectively, the "Unions"), after bargaining in good faith, have agreed to modify their respective labor agreements (the "Labor Agreements"). The terms of the Labor Agreement shall continue in full force, and are incorporated herein by reference in their entirety, except as modified herein as follows:

1. The Labor Agreements shall be extended to expire on June 30, 2006. All other terms governing the obligations and rights of the parties surrounding the expiration of the Labor Agreements shall continue in full force.
2. Effective July 1, 2004, each employee covered by the Labor Agreements shall receive a general wage increase of 3.5% to the current rate of pay for that employee. Effective July 1, 2005, each employee covered by the Labor Agreements shall receive a general wage increase of 3.5% to the current rate of pay for that employee at that time.
3. All vacation days provided under the Labor Agreements may be taken as individual vacation days.
4. The First Responder will be called if regularly scheduled employee(s) on duty are insufficient to handle the situation. The period of on call and compensation will be as follows:
  - 3:30 p.m. Friday through 7:00 a.m. Monday (5 hours at 1 ½ times their normal rate of pay in addition to the amount of overtime they actually work while on call). If a holiday is observed on a Monday, the period of coverage shall end at 3:15 p.m. on Monday.  
For areas that do not have Emergency Troublemaker 24-hour coverage, the Company may elect to have a First Responder on call as follows:
  - 3:30 p.m. Monday through 7:00 a.m. Friday (1 hour at 1 ½ times their normal rate of pay each day, with a maximum of 4 hours, in addition to the amount of overtime they actually work while on call) If a holiday is observed on a Friday, the period of coverage shall end at 3:15 p.m. on Friday.
  - For those situations where the company and union agree the required hours of coverage are less than identified above, a stipend of 0.1 hour at straight time will be applied to actual hours of coverage.

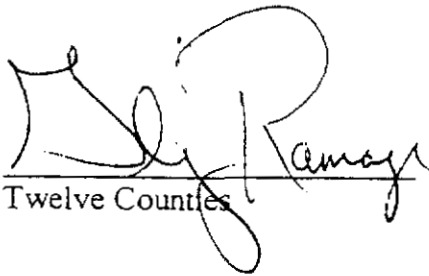
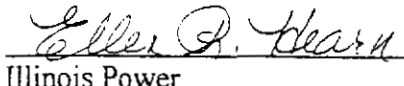
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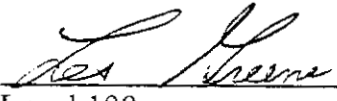
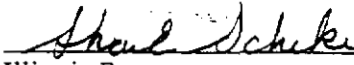
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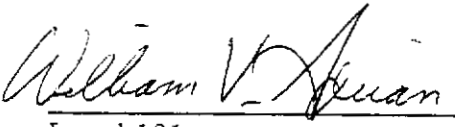
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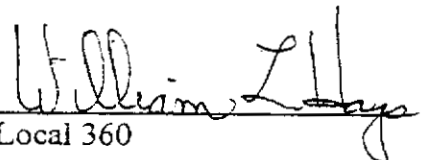
If during the term of this agreement the emergency response does not satisfy the Company's needs of service, the parties agree to meet to identify and implement corrective actions. If this effort fails to adequately address emergency response needs, the First Responder language above will revert back to the current contractual

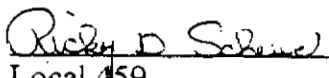
language upon notice by the Company to the Unions, and the parties agree to reopen this agreement for the exclusive purpose of seeking a mutually acceptable remedy to emergency response situations.

<u></u>	<u>11/24/03</u>	<u></u>	<u>12/8/03</u>
Twelve Counties	Date	Illinois Power	Date

<u></u>	<u>11-24-03</u>	<u></u>	<u>12/9/03</u>
Local 100	Date	Illinois Power	Date

<u></u>	<u>11-24-03</u>	_____	_____
Local 101	Date	Illinois Power	Date

<u></u>	<u>11-24-03</u>	_____	_____
Local 360	Date	Illinois Power	Date

<u></u>	<u>11-24-03</u>	_____	_____
Local 459	Date	Illinois Power	Date

## ADDENDUM

METRO AREA GAS CONSTRUCTION AGREEMENT  
ILLINOIS POWER COMPANY  
TWELVE COUNTIES  
LOCALS 100, 101, 360, 459  
May 26, 1999

### COMMITMENT

The Parties (Illinois Power Company, Twelve Counties, Local 100, Local 101, Local 360, and Local 459) recognize the Company's need to make prudent business decisions and that the integrity of the bargaining units should be preserved to the extent possible. The Parties also realize that the utilization of gas contractors impacts the level of job security felt by employees. As a result of this joint recognition, the Parties agree that it is preferable to perform gas department work with the Company's employees provided they can perform the necessary work in a safe, competitive manner.

Based on this fundamental premise, the Company will endeavor to prudently administer the use of gas contractors and the Union will continue their endeavors to foster a competitive work environment. The Parties recognize, however, that there are instances when the best business decision is to utilize gas contractors. However, it is the intent of the Parties that reasonable notice shall be given prior to contracting distribution construction work. Adherence to this philosophy by all Parties will eliminate any legitimate employee fears regarding the use of contractors to perform gas department work.

### REGIONAL CONSTRUCTION AREAS (RCA)

The Maryville RCA (Maryville, River Bend, Trenton, Hillsboro, and Mt. Clare Areas) will be staffed, as necessary, by employees from these areas. Overall Twelve Counties seniority will be utilized to fill vacancies in regular positions.

The Belleville RCA (Belleville, Trenton, East St. Louis, and Columbia Areas) will be staffed, as necessary, by employees from each Party within these areas. Adding to or deleting from Construction (above the original eight) will be accomplished in multiples of two (2) with equal numbers coming from Belleville and East St. Louis. Replacements will come from the same party in which the vacancy occurs, based on Gas Department seniority.

The temporary movement of employees from one RCA to another will not result in the layoff or reduction of other existing employees.

The Parties recognize that continuity is important to the competitiveness of the Construction concept at Illinois Power Company. However, there may be circumstances whereby an employee no longer wishes to participate in Construction. Therefore, those employees working under this addendum must notify the Company by June 1st of each year of their desire to return to Systems. They will only be permitted to return to Systems during July of each year.

### JOB SITE REPORTING

The minimum requirements for a reporting location are:

1. An enclosed structure heated in the winter.
2. Available toilet facilities.
3. Accessible by a hard surface road.
4. Reporting location must be within the RCA.

## ADDENDUM

### WORK ASSIGNMENTS

Construction employees may be assigned to work anywhere within either RCA. However, the Parties will endeavor to keep employees close to their home area. Crews may be comprised of employees from different RCA's. In such cases the area in which the job is located will provide the leadership as needed. It is agreed and understood that the Company will not utilize this agreement in a manner which would serve to increase the number of employees represented by one or more Parties at the expense of any other(s).

### HOURS OF WORK

Construction crews may work an eight (8) or ten (10) hour day. When working an eight (8) hour day, the crew may elect to begin at 7:00 a.m. during the period covered by Daylight Savings Time. All employees on the crew, and management, must agree to the early start time. In the event a ten (10) hour day is worked it will be under the following conditions:

- Schedule M-Th or T-F.
- Time and one-half will be paid prior to the normal starting time or after the normal quitting time and on M, F or S when it is a day off.
- Starting time will be no earlier than 6:30 AM and no later than 7:30 AM.
- Sick time and vacation will be charged in 10 hour increments (8 hour waiting period is not changed).
- A holiday when not worked, jury duty, and funeral leave will be paid in 10 hour increments.
- When a holiday falls outside the normal scheduled work week, then an additional 8 hours of holiday pay will be paid.
- All employees on a crew must agree to the 10 hour shift.
- The Parties agree that, based on needs of service, employees who have less than ten (10) hours of vacation remaining may take unpaid time off to make up the difference and be off for one (1) day or accept payment for the remaining hours of vacation.

### VACATION

It is understood that the term "day" refers to the eight or ten hour daily schedule normally worked by a Construction employee. Construction employees may take up to forty (40) hours of their ten (10) individual vacation days per year in one (1) hour increments under the following terms:

- Requests must be made at least 24 hours in advance.
- Partial days and individual days will be administered the same.
- Granting of partial vacation days or unpaid time off is entirely at management's discretion and is not subject to the grievance procedure.

### TEMPORARY VACANCIES ON AN EXISTING CONSTRUCTION CREW

Systems employees will be allowed to declare, on a yearly basis, an interest in temporary construction assignments. Each year all areas will post a sheet requesting volunteers from systems who will work under the terms of this agreement as described below. When the Company desires to fill a temporary Construction vacancy the replacement(s) will come from the same Party. Unplanned absences, when filled, will be handled as a regular job assignment on the first day, with subsequent days on the same assignment resulting in an upgrade to the appropriate classification

## ADDENDUM

and reporting directly to the job site. Should no volunteer accept a construction assignment then the least senior Systems employee(s) from the appropriate Party will be required to do so.

### RATES OF PAY

<u>OCC CODES</u>	<u>CLASSIFICATION</u>	<u>7-1-98</u>
28360	Gas Construction General Foreman (Construction Foreman +\$1.05)	\$25.36
28370	Gas Construction Foreman (Construction Leadman +\$.45)	\$24.31
25060	Gas Construction Leadman (Construction Journeyman +\$.50)	\$23.86
28380	Gas Construction Journeyman (Systems Gas Journeyman +\$1.50)	\$23.36
28420	Gas Construction Apprentice 4th step (*% Constr. Journeyman)	\$
28410	Gas Construction Apprentice 3rd step (*% Constr. Journeyman)	\$
28400	Gas Construction Apprentice 2nd step (*% Constr. Journeyman)	\$
28390	Gas Construction Apprentice 1st step (*% Constr. Journeyman)	\$

\*Construction Apprentices receive the same step percentage as in their respective Systems contract.

When Construction employees are assigned within twenty-five (25) miles of the Maryville (12 Counties) or Belleville (100, 101, 360, 459) RCA it shall be under the basic rate of pay as stated above. This includes the area covered by the other RCA. In the event a Construction employee is assigned to a reporting location which is outside of their RCA and more than 25 miles from Maryville (12 Counties) or Belleville (100, 101, 360, 459), they will be entitled to an additional premium of \$1.00 per hour.

### GENERAL FOREMAN

When a General Foreman position is being used, the General Foreman will be paid \$1.05 above the Construction Foreman rate of pay. After the Construction employees have been identified, the Parties will meet to determine the order in which they will be eligible for leadership positions in each RCA.

### OVERTIME

Construction employees will be eligible for Systems overtime when: 1) no Systems employees are available to respond; 2) in emergency situations; or, 3) when working with Systems and the job assignment results in an overtime situation. Construction employees will not be placed on the Systems Overtime List. They may be on the list for First Responders, however it is mutually agreed that this practice will stop if it becomes a problem. It is understood that construction employees may be used to perform work normally performed by systems employees.

### MEALS

Construction employees will be entitled to a meal once they have worked more than one (1) hour before or after their normal hours of work. Additional meals will be earned every five (5) hours thereafter. Construction employees may accept thirty (30) minutes time at the applicable overtime rate and \$5.00 in lieu of the meal cost and meal period for any meal they are unable to take before being released from duty.

### PERFORMANCE

The Parties in reaching this agreement believe they will be competitive with the cost of performing similar work with an outside contractor. To assure that the best business decision is made, a Construction Oversight Committee consisting of two (2) representatives from each Party

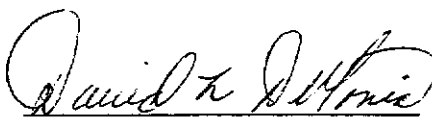
## ADDENDUM

will endeavor to insure the fair application of this agreement. This committee will meet when requested by any Party. The committee will be responsible for monitoring performance. In the event that the Oversight Committee cannot resolve an issue, each Party maintains the right to utilize their contractual grievance procedure.


### CANCELLATION

This agreement will continue in effect until canceled by any Party hereto upon thirty (30) days written notice to all other Parties. In the event this agreement is canceled, employees covered hereunder will be allowed to exercise their seniority within Systems and the affected work force will be adjusted to reflect this competitive business decision.

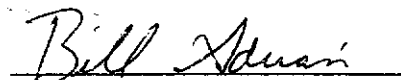
For the Unions:

  
David L. DeGonia  
Local 360

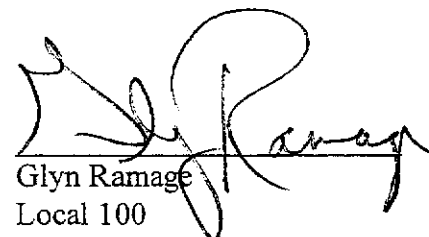
6-3-99  
Date

  
Ricky D. Schewe  
Local 459


6-7-99  
Date

  
Bill Adrian  
Local 101

6-7-99  
Date

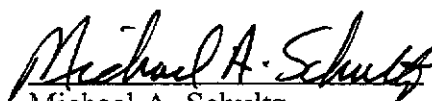
  
Glyn Ramage  
Local 100

6-10-99  
Date

  
Ronald D. Shevlin  
Twelve Counties

6-16-99  
Date


For the Company:

  
Michael A. Schultz  
HR Consultant - Labor Relations

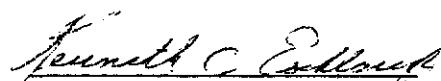
6/1/99  
Date

  
Ronald D. Pate  
Manager - Gas Delivery

6/1/99  
Date

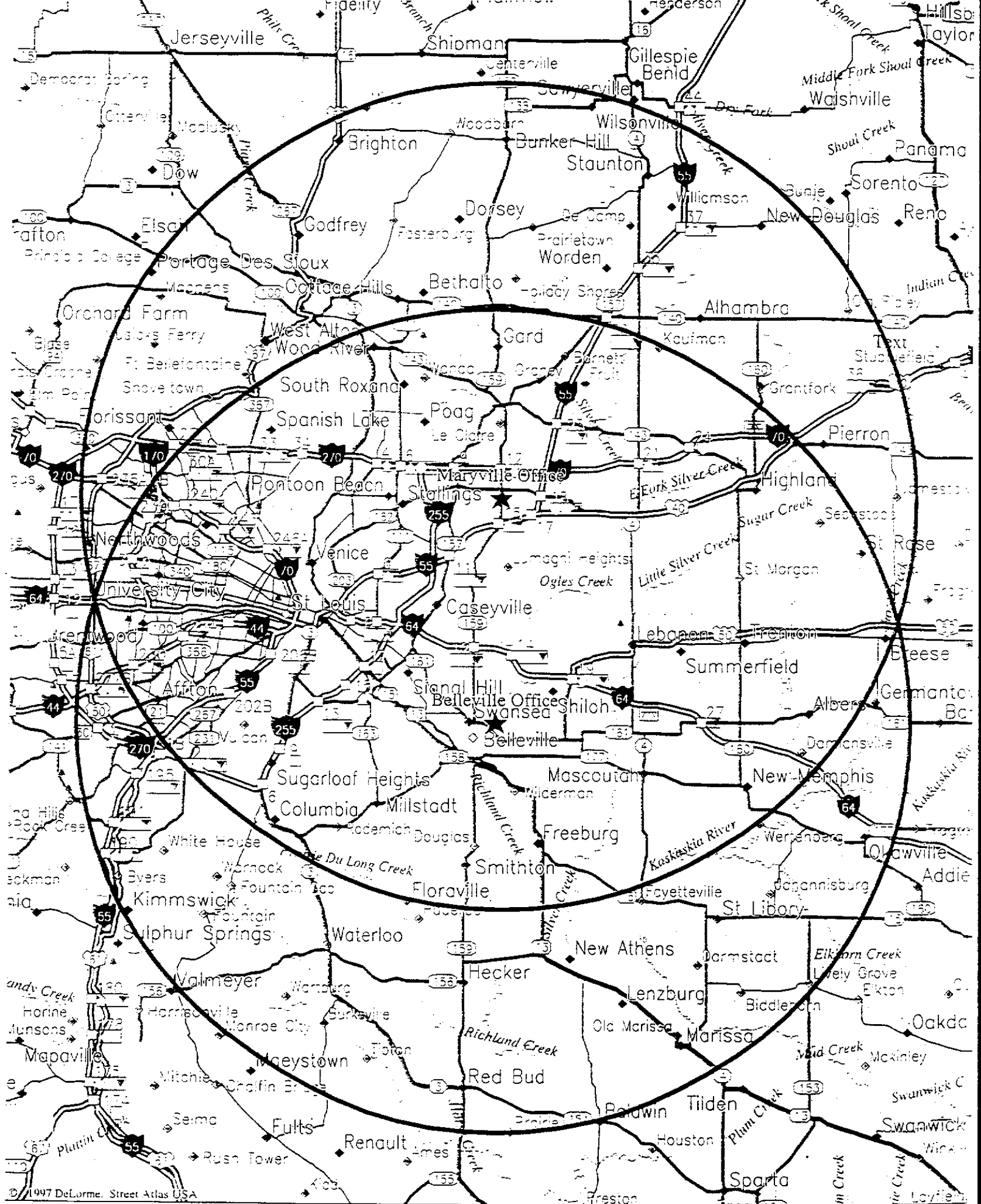
  
Veta G. Rudolph  
HR Consultant - Labor Relations

6/1/99  
Date

  
Kenneth C. Eschbaugh  
Director - Gas Delivery

6/1/99  
Date





## ADDENDUM A

### METRO AREA GAS CONSTRUCTION AGREEMENT ILLINOIS POWER COMPANY TWELVE COUNTIES, LOCALS 100, 101, 360, 459 June 30, 2000

#### COMMITMENT

The Parties (Illinois Power Company, Twelve Counties, Local 100, Local 101, Local 360, and Local 459) recognize the Company's need to make prudent business decisions and that the integrity of the bargaining units should be preserved to the extent possible. The Parties also realize that the utilization of gas contractors impacts the level of job security felt by employees. As a result of this joint recognition, the Parties agree that it is preferable to perform gas department work with the Company's employees provided they can perform the necessary work in a safe, competitive manner.

Based on this fundamental premise, the Company will endeavor to prudently administer the use of gas contractors and the Union will continue their endeavors to foster a competitive work environment. The Parties recognize, however, that there are instances when the best business decision is to utilize gas contractors. However, it is the intent of the Parties that reasonable notice shall be given prior to contracting distribution construction work. Adherence to this philosophy by all Parties will eliminate any legitimate employee fears regarding the use of contractors to perform gas department work.

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The temporary movement of employees from one RCA to another will not result in the layoff or reduction of other existing employees.

The Parties recognize that continuity is important to the competitiveness of the Construction concept at Illinois Power Company. However, there may be circumstances whereby an employee no longer wishes to participate in Construction. Therefore, those employees working under this addendum must notify the Company by June 1st of each year of their desire to return to Systems. They will only be permitted to return to Systems during July of each year.

#### JOB SITE REPORTING

The minimum requirements for a reporting location are:

1. An enclosed structure heated in the winter.
2. Available toilet facilities.
3. Accessible by a hard surface road.
4. Reporting location must be within the RCA.

## **WORK ASSIGNMENTS**

Construction employees may be assigned to work anywhere within either RCA. However, the Parties will endeavor to keep employees close to their home area. Crews may be comprised of employees from different RCA's. In such cases the area in which the job is located will provide the leadership as needed. It is agreed and understood that the Company will not utilize this agreement in a manner which would serve to increase the number of employees represented by one or more Parties at the expense of any other(s).

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- Schedule M-Th or T-F.
- Time and eight-tenths will be paid prior to the normal starting time or after the normal quitting time and on M, F or S when it is a day off.
- Starting time will be no earlier than 6:30 AM and no later than 7:30 AM.
- Sick time and vacation will be charged in 10 hour increments (8 hour waiting period is not changed).
- A holiday when not worked, jury duty, and funeral leave will be paid in 10 hour increments.
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and reporting directly to the job site. Should no volunteer accept a construction assignment then the least senior Systems employee(s) from the appropriate Party will be required to do so.

## RATES OF PAY

<u>OCC CODES</u>	<u>CLASSIFICATION</u>	<u>1/1/00</u>	<u>7/1/01</u>	<u>7/1/02</u>	<u>7/1/03</u>
28360	Gas Construction General Foreman	\$26.23	\$27.03	\$27.74	Reopener
28370	Gas Construction Foreman	\$25.18	\$25.98	\$26.69	Reopener
25060	Gas Construction Leadman	\$24.73	\$25.53	\$26.24	Reopener
28380	Gas Construction Journeyman	\$24.23	\$25.03	\$25.74	Reopener
28420	Gas Construction Apprentice 4th step (95% Construction Journeyman)	\$23.02	\$23.78	\$24.45	Reopener
28410	Gas Construction Apprentice 3rd step (92 1/2% Construction Journeyman)	\$22.41	\$23.15	\$23.81	Reopener
28400	Gas Construction Apprentice 2nd step (89% Construction Journeyman)	\$21.56	\$22.28	\$22.28	Reopener
28390	Gas Construction Apprentice 1st step (86 1/4% Construction Journeyman)	\$20.90	\$21.59	\$22.20	Reopener

The rate for a Gas Construction Journeyman will be \$1.50 above that of a Systems Gas Journeyman.  
The rate for a Gas Construction Leadman will be \$.50 above that of a Construction Journeyman.  
The rate for a Gas Construction Foreman will be \$.45 above that of a Construction Leadman.  
The rate for a Gas Construction General Foreman will be \$1.05 above that of a Construction Foreman.

When Construction employees are assigned within twenty-five (25) miles of the Maryville (12 Counties) or Belleville (100, 101, 360, 459) RCA it shall be under the basic rate of pay as stated above. This includes the area covered by the other RCA. In the event a Construction employee is assigned to a reporting location which is outside of their RCA and more than 25 miles from Maryville (12 Counties) or Belleville (100, 101, 360, 459), they will be entitled to an additional premium of \$1.00 per hour.

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